

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PRINCETON DIGITAL IMAGE
CORPORATION,

Plaintiff,

-v-

HEWLETT-PACKARD, CO., *et al.*,

Defendants

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No. 12 Civ. 779 (RJS)
ORDER

RICHARD J. SULLIVAN, District Judge:

The Court has reviewed Plaintiff's letter, dated May 2, 2014, seeking to maintain under seal: financial terms, addresses, and signatures contained in a settlement agreement between Plaintiff and Microsoft Corporation (the "Microsoft Agreement") and, until the Court holds oral argument on Defendants' summary judgment motion, Articles I, III, IV, and V of the Microsoft Agreement.

The Court is persuaded that Plaintiff's interest in maintaining the confidentiality of the financial terms in the Microsoft Agreement overcomes the presumption of access under *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110 (2d Cir. 2006). Furthermore, while the Court is unable to discern why Plaintiff would be harmed by disclosure of the addresses and signatures, that information is not relevant to Defendants' summary judgment motion and of little conceivable interest to the public. Accordingly, the Court will permit those sections of the Microsoft Agreement to remain under seal.


By contrast, Articles I, III, IV, and V form the basis of Defendants' motion and will likely figure centrally in the Court's disposition of that motion. Plaintiff has not adequately articulated how its interest in keeping those provisions confidential overcomes the presumption of open access under *Lugosch*. The Court also does not see why the *Lugosch* analysis differs depending on whether oral

argument has occurred. Finally, the Court notes that portions of Article I were read into the open record at the April 3, 2014 pre-motion conference, and that Plaintiff has not sought to redact those portions of the transcript.

Accordingly, IT IS HEREBY ORDERED THAT the following portions of the Microsoft Agreement shall remain under seal: (1) Article VI, (2) notice/address information (including Section 9.5), and (3) signatures. All other portions of the Microsoft Agreement shall be unsealed. The parties shall, no later than June 6, 2014, file revised versions of their briefing submissions that are consistent with this Order.

SO ORDERED.

Dated: June 9, 2014
New York, New York



RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE